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5 **IN THE UNITED STATES DISTRICT COURT**  
6 **WESTERN DISTRICT OF WASHINGTON**  
7 **AT SEATTLE, WASHINGTON**

8 RONALD GRAND,

9 Plaintiff,

10 v.

11 HOLLAND AMERICA LINE INC., a  
12 Washington Corporation, HOLLAND  
13 AMERICA LINE N.V., a Curacao Corporation,  
and HAL ANTILLEN N.V., a Curacao  
Corporation,

14 Defendant.

NO.

COMPLAINT FOR DAMAGES

JURY TRIAL DEMANDED

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16 COMES NOW the plaintiff, Ronald Grand, by and through his attorneys, and for causes of  
17 action against defendants alleges as follows:

18 **I. JURISDICTION AND VENUE**

19 1.1 This is an action by a cruise ship passenger who sustained injury on a voyage aboard  
20 the vessel M/S EURODAM (the "Vessel"), on a cruise departing from Fort Lauderdale, Florida.  
21 Jurisdiction is vested in this Court pursuant to 28 U.S.C. §1333, due to the maritime nature of the  
22 claims. Jurisdiction is also based on diversity of the citizenship of the parties, because the amount in  
23 controversy exceeds \$75,000.

24 1.2 Venue is proper in this Court pursuant to 28 U.S.C. §1391 because defendant Holland  
25 America Line Inc. has its principal place of business in Seattle, Washington. Venue is also proper  
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1 under the forum selection clause contained in defendants' passenger contract.

## 2 II. PARTIES

3 2.1 Plaintiff Ronald Grand is a resident of Celebration, Florida and was a fare-paying  
4 passenger on the Vessel.

5 2.2 Defendant Holland America Line Inc. is a Washington corporation with its principal  
6 place of business in Seattle, Washington. At all material times, Holland America Line Inc. was the  
7 operator of the Vessel, and the agent of defendants Holland America Line N.V. and HAL Antillen  
8 N.V.

9 2.3 Defendant Holland America Line N.V. is a Curacao corporation with its principal  
10 place of business in Seattle, Washington. At all material times, Holland America Line N.V. was the  
11 charterer of the Vessel.

12 2.4 Defendant HAL Antillen N.V. is a Curacao corporation and at all material times was  
13 the owner of the Vessel.

## 14 III. FACTUAL BACKGROUND

15 3.1 On January 26, 2022, the Vessel began a 11 day cruise departing from Fort  
16 Lauderdale, Florida. Ronald Grand was a passenger on the Vessel.

17 3.2 On February 5, 2022, plaintiff Grand was knocked down by an elevator door while  
18 entering an elevator on the ninth deck of the Vessel. The door closed suddenly, and without  
19 warning, and with sufficient force to knock Mr. Grand to the floor.

20 3.3 After Mr. Grand fell, he immediately felt pain in his head, right knee and ankle.  
21 Shortly after the fall, Mr. Grand's back also began to hurt. He had back surgery in February 2022 as  
22 a result of injuries suffered in his fall.

23 3.4 As a result of his fall, plaintiff suffered serious personal injuries, including to his  
24 head, back, and right leg, and incurred medical expenses, which are continuing.

25 3.5 A notice of claim was mailed to defendant on February 16, 2022, including a request  
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1 to preserve any video of Mr. Grand's fall.

2 **IV. CAUSE OF ACTION - NEGLIGENCE**

3 4.1 Plaintiff re-alleges the allegations in Paragraphs 1.1 through 3.5 as though set forth  
4 fully herein.

5 4.2 Defendants, as owners and operators of the Vessel, owed plaintiff the duty to use  
6 reasonable care under the circumstances. This duty includes the obligation to maintain vessel  
7 equipment, including elevator doors, in a condition that is reasonably safe for passengers to use.

8 4.3 Defendants knew, or should have known, that the elevator doors were not properly  
9 calibrated or adjusted, and were therefore not reasonably safe.

10 4.4 Defendants breached their duty of care by failing to maintain the elevator doors in a  
11 reasonably safe condition.

12 4.5 Defendants breached their duty of care by failing to properly train their personnel to  
13 inspect and maintain elevator doors in a reasonably safe condition.

14 4.6 Defendants failed to provide warnings to passengers that the Vessel's elevator doors  
15 could suddenly close with sufficient force to cause injury.

16 4.7 As a direct and proximate result of defendants' negligence, plaintiff suffered  
17 permanent injury, past and future pain and suffering, incurred medical bills and other monetary  
18 damages, and will incur additional medical bills and monetary damages in the future.

19 **V. JURY DEMAND**

20 5.1 Plaintiff demands a trial by jury.

21 **PRAYER FOR RELIEF**


22 Plaintiff requests that judgment be entered against Defendants as follows:

- 23 a. Awarding Plaintiff damages in an amount to be established at the time of trial.  
24 b. Awarding Plaintiff's actual and reasonable attorney's fees, litigation expenses, and  
25 costs incurred in this action to the extent provided by any applicable law, and  
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1 c. Awarding Plaintiff any additional or further relief which the court finds appropriate,  
2 equitable or just.

3  
4 DATED this 27<sup>th</sup> day of June, 2022.

5  
6 ANDERSON & MITCHELL, pllc

7  
8 By   
9 Wayne Mitchell WSBA # 24347  
Attorney for Plaintiff